State of California

Department of Transportation

Rev. 03/99

Department of Transportation Office of Travel Forecasting and Analysis

Organization				
Name	Eı	nail		
Phone # ()	Fa	ax # ()		
Street/P.O. Box				
City	State	Zip Code		
DTIM3.1 System compressed executable programs on diskette and User's Guide are available by request. There is no charge for this material. Please indicate which format(s) you desire:  IBM PC and Compatibles (386 and higher) Mainframe Workstation (Select One)  (Select One) (Check)				
3-1/2" 1.44 Mb diskette	IBM/MVS	R S F		
The following information regarding the intende	ed use of DTIM3.1 is r	equested:		
Project/Study Name or Title				
Sponsoring Organization				
Mail or FAX to:				
CALTRANS Office of Travel Forecasting and Analysis P.O. Box 942874 (MS-38) Sacramento, CA 94274-0001		Attention: Mr. D.C. Cher Phone: (916) 654-2619 FAX (916) 654-6583	าน	

## CONDITIONS:

- 1. The State makes no warranty of any kind, express or implied, to the EDP products which are the subject of this agreement, and specifically makes no warranty that said products shall be merchantable or fit for any particular purpose; furthermore, any description of said products shall not be deemed to create an express warranty that such products shall conform to the description. The exhibition of any sample or model shall not be regarded as part of the basis of this agreement and shall not create an express warranty that the whole of the products hereunder shall conform to the sample or model.
- 2. Recipient assumes all risk and liability for loss, damage, claims or expense resulting from its use, purchase or possession of any of the EDP products furnished by State pursuant to this agreement.
- 3. Recipient agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from and against any and all claims, liability, loss, damage or expense, including reasonable attorney's fees, arising from or by reason of buyer's purchase, use, possession or acceptance of said products and payment therefore by buyer.
- 4. Recipient agrees to restrict their use of the EDP products furnished hereunder to the project or contract stated above.

5.	Recipient agrees that it will not advertise, order for sale, sell or transfer without charge the EDP products furnished
	hereunder.
6	This agreement constitutes the complete and final agreement of the parties hards

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Date:	Signature: